

reasons that independent claims 1, 13, 25, and 26 from which claims 2-6, 10-12, 14-18, and 22-24 directly or indirectly depend, are patentable. The service system set forth in O'Brien involves service level agreements (hereinafter "SLAs") and parameters indicative of system availability. The decision to provide service defined in an SLA is based on stored parameters, including estimations of capacity, and not real-time information. Each time a service is provided, and the resources of the system are allocated, information on how well the resources performed may be used to update the stored parameters.

Independent claims 1, 13, 25, and 26 of the present invention disclose techniques that, among other things, check "the consistency of the electronic service level agreement with respect to one or more existing electronic service level agreements previously committed to by the service provider." The invention discloses an analysis of proposed and existing SLAs to detect inconsistencies that can result from concurrent usage in hosting services. For example, inconsistencies in resource requirements may occur when two or more electronic SLAs require more CPU capacity than is available. As another example, inconsistencies may occur if throughput objects of a first client cause a failure to meet a response time of a second client. Thus, the present invention discloses a system in which the consistency of a proposed SLA is checked with respect to existing SLAs, while the service system of O'Brien compares a proposed SLA to stored parameters.

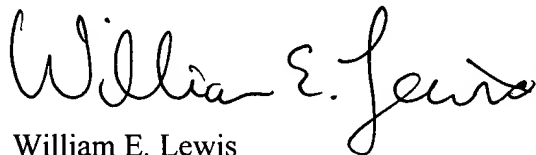
The system disclosed in O'Brien is unable to achieve advantageous results of the present invention. In the present invention, a validity check, which involves checking the consistency of the proposed SLA with respect to the existing SLAs, is performed after the construction of an SLA. Should the proposed SLA fail the validity check, the proposed SLA may be reconstructed and checked again before it is provisioned. The service system of O'Brien does not check the consistency of the proposed SLA with respect to existing SLAs. While O'Brien is silent as to any such check, in order for such a check to occur, the system of O'Brien would be required to provision the proposed SLA. This allocation of resources could then cause the system to update the stored parameters. However, it would not allow for reconstruction of an SLA after checking consistencies with existing SLAs, and before allocation of the system resources. Additionally, O'Brien does not disclose a system able to determine how long the electronic service level agreement will be satisfied

based on a workload forecasting and performance prediction technique as described in claim 11. Accordingly, withdrawal of the rejection to claims 1-6, 10-18, and 22-26 under §102(b) is therefore respectfully requested.

With regard to the rejection of claims 7-9 and 19-21 under 35 U.S.C. §103(a) as being unpatentable over O'Brien, and further in view of Main, Applicants assert that such claims are patentable for at least the reasons that independent claims 1 and 13, from which claims 7-9 and 19-21 directly or indirectly depend, are patentable. The patentability of claims 1 and 13 is discussed above. Further, while the present invention checks consistencies in proposed SLAs with respect to existing SLAs, Main describes a process of enforcing SLAs. Accordingly, withdrawal of the rejection to claims 7-9 and 19-21 under §103(a) is therefore respectfully requested.

In view of the above, Applicants believe that claims 1-26 are in condition for allowance, and respectfully request withdrawal of the §102(b) and §103(a) rejections.

Respectfully submitted,



Date: May 30, 2003

William E. Lewis
Attorney for Applicant(s)
Reg. No. 39,274
Ryan, Mason & Lewis, LLP
90 Forest Avenue
Locust Valley, NY 11560
(516) 759-2946